

[*Nolder v. Raymond Kaiser Engineers, Inc.*](#), 84-ERA-5 (Sec'y Apr. 20, 1990)

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U.S. DEPARTMENT OF LABOR

SECRETARY OF LABOR
WASHINGTON, D.C.

DATE: April 20, 1990
CASE NO. 84-ERA-5

IN THE MATTER OF

SHERRIL J. NOLDER,
COMPLAINANT,

v.

RAYMOND KAISER ENGINEERS, INC.
(now ICF, KAISER ENGINEERS, INC.)
RESPONDENT.

BEFORE: THE SECRETARY OF LABOR

ORDER APPROVING SETTLEMENT

Respondent, ICF Kaiser Engineers, Inc., formerly known as Raymond Kaiser, Inc., has responded to my Order to Show Cause, issued on February 27, 1990. *See* Letter of March 26, 1990, from Bruce E. Allen. In its response, Respondent has stated its agreement that the document entitled "Release", which was signed by Complainant on August 3, 1988, is binding upon Respondent with elimination of the following provision:

The undersigned further declares, respondents,

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covenants, and warrants that except as required by law she will not participate in, aid, abet, support, encourage, or assist any other claims that may be brought against Kaiser or Raymond and/or the officers, directors, employees, attorneys, agents, successors, assigns, or insurers of any of them.

Release at 4.

In view of Respondent's agreement, the above-quoted provision is served from the Release and the remaining provisions of the Release are approved as a fair, adequate and reasonable settlement of complainant's claim under the Energy Reorganization Act of 1974, as amended (ERA), 42 U.S.C. § 5851 (1982).¹ Accordingly this case is dismissed with prejudice. *See* Release at 5.

So ORDERED.

ELIZABETH DOLE
Secretary of Labor Washington, D.C.

[ENDNOTES]

¹ As noted in the Order to Show Cause, my review of the release is limited to determining whether its terms and conditions are a fair, adequate and reasonable settlement under the ERA.